

STANLEY BLACK & DECKER “BIG BONUS BY REDMEPTION” PROMOTION IHG TERMS AND CONDITIONS

Information on how to enter the Promotion forms part of these Terms and Conditions. Customers who participate in this promotion (**Participants**) agree to these Terms and Conditions.

If the Participant does seek to participate in any Promotion, then the Participant will be treated as having accepted these Terms and Conditions.

The Promotion

1. The Promoter is STANLEY BLACK & DECKER AUSTRALIA PTY LTD ABN 82 000 021 938 (“**Promoter**”) of 810 Whitehorse Road, Box Hill, VIC 3128 AUSTRALIA.
2. To be eligible to claim, individuals must purchase any Eligible Product(s) to the amount of \$250 or more OR \$350 or more (as further set out below) from participating Mitre 10, Home Hardware, Thrifty Link Hardware or True Value Hardware stores during the Promotion Period and in one transaction (**Qualifying Purchase**).
3. Making a Qualifying Purchase during the Promotional Period (defined below) and in accordance with these Terms and Conditions may enable a Participant to be eligible to claim the BONUS (**BONUS**) from the selection below, depending on the Participant’s Spend Level. Only one of the two options outlined below can be achieved per transaction. The BONUS items form part of one of two STANLEY Tool Packs, dictated by the total spend per transaction, and are described as the products listed against Tool Pack 1 or Tool Pack 2 in the table below

Tool Pack 1 | BONUS \$250 Spend Level

SFMCE500B-XE	V20 Multi Tool Oscillating Bare Unit
FMHT36148-3	5M STANLEY FATMAX Blade Armour Tape

Tool Pack 2 | BONUS \$350 Spend Level

SFMCF810B-XE	STANLEY FatMax V20 Brushless Impact Driver Bare Unit
1-97-518	STANLEY FatMax 10 Compartment Deep Professional Organizer
STHT0-62149	STANLEY 10PC Screwdriver Set

Promotional Period

4. The Promotion commences at 8:00 am AEST on 1st FEBRUARY 2025 and closes at 11:59 pm AEST on 28th FEBRUARY 2025 (“**Promotional Period**”). Entries for the Promotion relating to purchases made during the Promotional Period will be accepted online until 11:59pm AEST on 14th MARCH 2025.

Eligibility of Participants

5. Participation in the Promotion is restricted to Participants that at the time of submitting their Online Redemption Form:
 - a) are Australian residents; and
 - b) are aged 18 years or over.
6. Business, company, and trade purchasers are not entitled to participate in the Promotion.
7. The Promotion is not available in conjunction with commercial tenders or bulk orders. Resellers are not eligible to claim on behalf of 3rd party customers.
8. Employees (and their immediate families) of the Promoter, resellers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousins.

Eligible Products

9. Individuals must purchase qualifying STANLEY products from participating Mitre 10, Home Hardware, Thrifty Link Hardware or True Value Hardware stores during the Promotion Period (**Qualifying Purchase**) to redeem one of two BONUS STANLEY Tool Packs, determined by the total spend of STANLEY products per transaction. Qualifying products are determined as all STANLEY and STANLEY FATMAX branded items, including however not limited to, Power Tools, Outdoor Power Equipment, Hand Tools, Lasers, Storage and Accessories. Licensed products under the STANLEY & STANLEY FATMAX brand are excluded and will not be accepted in the transaction spend levels.

How to claim

10. To be eligible to participate in the Promotion and claim a Bonus, a Participant must, during the Promotional Period:
 - a) Make a Qualifying Purchase(s) from a participating Mitre 10, Home Hardware, Thrifty Link Hardware or True Value Hardware store (On-line purchases are eligible).
 - b) Ensure that the Spend Level is met in One Transaction/Receipt.
 - c) Visit the Promoter's website: www.stanleypromotions.com.au (**Website**) and fully complete the online redemption form including provide all requested information (**Online Redemption Form**); and
 - d) Agree to these Terms and Conditions.
11. The Eligible Product(s) must be purchased for personal use only. Commercial transactions are not included in this Promotion.
12. Participants must be in possession of the Eligible Products for each Qualifying Purchase. If any Eligible Products are returned or exchanged after the submission of the Online Redemption Form by the Participant, the Promoter may, in its absolute discretion:
 - a) Reject the Online Redemption Form; and/or
 - b) Refuse to dispatch any redemption; and/or
 - c) Disqualify the Participant from participating in the Promotion; and/or

- d) If the redemption has been dispatched, demand payment of recommended retail price of the redemption Bonus from the Participant.

Identity of Participant

- 13. The name of the Participant submitted in the Online Redemption Form must match the name on the purchase receipt or the credit/debit card that purchased the Qualifying Purchase(s). If there is a discrepancy between the identity of the purchaser, the name on the credit/debit card, and/or the name of the Participant noted on the Online Redemption Form, the claim submitted by the Online Redemption Form will be deemed invalid and is incapable of being resubmitted to the Promoter.
- 14. The Promoter may require entrants to provide these and/or information regarding the circumstances of Eligible Product purchases to the Promoter or its agent as part of the claim verification process. Failure to provide these to the Promoter's satisfaction will result in an invalid claim (and, at the Promoter's discretion, in all of the Participant's claims being invalid).

Proof of purchase

- 15. To verify each claim, Participants must retain the original purchase receipt(s). Proof of purchase is a strict condition / requirement for redemption. The Promoter may request the Participant provide the original purchase receipt. Failure to produce the original proof of purchase will invalidate the claim made by the Participant in the Online Redemption Form.
- 16. If a Participant is unable to provide proof of purchase for all entries, then all the entries of that Participant will be deemed invalid. Sharing receipt / invoice numbers is not allowed. If the Promoter reasonably believes that an entry has been made on this basis, the Promoter will invalidate all entries affected.

Maximum number of claims

- 17. Multiple claims are permitted subject to: (a) a maximum of one (1) claim per Qualifying Purchase regardless of the amounts spent in the Qualifying Purchase(s); and (b) a maximum of three separate (3) claims per Participant during the Promotional Period.
- 18. Claims must be submitted separately through the Website.
- 19. If more than two redemptions are sought using the same purchase receipts, the Promoter, in its absolute discretion will determine which Online Redemption Form(s) it will reject.

All claims to be submitted during the Promotional Period

- 20. All claims made by a Participant under the Promotion must be made by the Participant by the close of the Promotional Period. No extensions of time will be granted

Promoter's right to investigate

- 21. The Promoter reserves the right to investigate any information contained in the Online Redemption Form and to request further information from the Participant in support of the Participant's participation in the Promotion.

22. The Promoter may request further information from the Participant such as the Participant's proof of address, name, age, occupation, employer, bank/credit card statements and any other information the Promoter may reasonably require in order to validate a claim.
23. Failure by the Participant to provide any information requested by the Promoter may, in the Promoter's sole discretion, result in the Online Redemption Form being invalid.
24. Any discrepancies in the information contained in the Online Redemption Form and the information provided by the Participant to the Promoter will result in the Online Redemption Form being invalid.
25. Incomplete Online Redemption Forms or failure to provide information requested by the Promoter will result in the Online Redemption Form being invalid.
26. The Participant consents to the Promoter contacting the Participant by email and telephone to discuss the Promotion.

Acceptance of claims sought by Online Redemption Form.

27. Once the Promoter has validated all information provided by the Participant, if the claim is approved, the Participant will receive an email confirming:
 - a) acceptance of the Online Redemption Form; and
 - b) the Bonus that will be sent to the Participant.
28. The Promoter will make all reasonable attempts to provide the Bonus nominated in the Online Redemption Form to the Participant, but if the Bonus is unavailable for any reason, the Promoter reserves the right to substitute a similar Bonus that is equal in price and/or performance.
29. Participants will not be entitled to any additional compensation in the event that the Bonus has been substituted.
30. The Promoters decision to accept or decline an Online Redemption Form is final.

Participant to act in good faith at all times

31. The Participant agrees that it will act honestly and in good faith at all times.
32. If the Promoter believes that the Participant has been dishonest, tampered with the Promotion and/or the claims process, has engaged in unlawful or fraudulent conduct or breached these Terms and Conditions, the Promoter may disqualify the Participant from participating in the Promotion or reject any and all Online Redemption Forms submitted by the Participant.

Online entries only

33. Entries may only be submitted online and in the form set out at the Website and may not be accepted by the Promoter in any other form. If the Participant is unable to submit its Online Redemption Form using the Website, the Promoter may, in its discretion, allow an alternative means for the Online Redemption Form to be lodged with the Promoter. The deadlines and other Terms and Conditions continue to apply in such circumstances.

No liability for lost, late or incomplete Online Redemption Forms

34. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
35. The Promoter has no control over mobile telephone or internet communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.

Delivery

36. Delivery may take up to 45 working days from receipt of entry and will be by ordinary post.
37. The Promoter is not responsible for any delay or damage to the Bonus that occurs during delivery.
38. The Promoter is not responsible for any incorrect or incomplete addresses provided by the Participant in the Online Redemption Form.

Use of personal information

39. The Promoter may, for an indefinite period, unless otherwise advised, use the information submitted by a Participant for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Participant and/or its authorised representative. Participants should direct any request to opt out, access, update, or correct information to the Promoter at auredemptions@sbdinc.com
40. The Promoter collects personal information of the Participants in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and Bonus suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.stanleyblackanddecker.com/privacy-policy

Limitation of Liability

41. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia that are incapable of being excluded ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

42. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
- a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorised access or third party interference;
 - c. any Online Redemption Form that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d. any tax liability incurred by the Participant; or
 - e. use/taking of a Bonus.

Other matters

43. The Promotion is only valid for those residing in mainland Australia (including Tasmania and other major offshore islands). The Promoter reserves the right to withhold delivery of the Bonus if the delivery address of the Participant falls outside of these locations.
44. The Promotion cannot be used in conjunction with any other offer.
45. The Promoter reserves its right to modify suspend, terminate or cancel the Promotion in circumstance where the Promotion is unable to continue due to reasons beyond the control of the Promoter including but not limited to war, pandemic, ongoing supply chain issues.
46. Bonuses are not transferable or exchangeable and cannot be taken as cash.
If you have any queries in relation to these Terms and Conditions or the Promotion, please contact 1800 338 002 or auredemptions@sbdinc.com